

March 9th, 1856,—It is partly clear. It is the prettiest Sunday that has been in three months. The south hillsides are getting bare. Yesterday a week it snowed all day. The snow in the bottoms will average about a foot. I am ready for making sugar. I have about two sled loads of hay. I have been browsing for some time. It has been seventy-five days since the ground was bare. This evening it is very stormy; it is snowing and blowing; it looks distressing.

March 16th, 1856, Sunday—It is cloudy and snowing very fast. Last Monday it was very cold, it has been cold a week. The snow has thawed very little this week. It has been 82 days that the ground has been covered with snow. Last Friday I opened my sugar trees. They run slowly. Yesterday I gathered three barrels of water and boiled it. I am nearly out of feed. I will soon have all my corn fed out.

March 23rd, 1856, Easter Sunday—It is partly cloudy and thawing some. Yesterday it snowed all day. It has been cloudy the most of the past week. The sugar trees have run slowly all week, I have made 152 pounds. The water is very sweet. This is the 89th day the ground has been covered with snow. The snow in places is knee deep. I am nearly out of feed. I have cut for browse nearly all the sugar trees I have to spare. My cattle are getting very poor. I am now puzzled to know what to do. Feed can't be bought at any price.

March 30th, 1856, Sunday. It is cloudy and cold. It has been a cold week: I am out of feed. I am feeding on meal 20 calves 10 cows and two year olds. I have 240 lbs of sugar. This is the 96th day that the ground has been covered with snow. The snow in places is over knee deep.

April 6th, 1856, Sunday—It is clear and tolerably warm. It is the prettiest Sunday in four months. Most of the snow went off. This made 100 days that the ground was covered, though it is not all gone yet. On the north sides it is knee deep; it is nearly all gone in the bottoms. In Cheat Mountain the snow is said to be from 15 to 20 feet deep. I have made 360 lbs of sugar and three gallons of molasses. I want to make a little more molasses and quit. My stock is all alive yet, but very poor. Today I was at preaching in the Hills

April 13th, 1856, Sunday—It is cloudy and a little cool. This has been a pretty week. Last night it thundered and rained. There is still snow on the north. There has been no flood this spring. Last Monday I started my plow and gathered my sugar water and pulled my spiles and finished. I made 360 lbs of sugar and nine gallons of molasses. I have plowed that piece over the creek and some down in the meadow.

May 19th, 1856, Monday—Partly clear and warm. It has been fine growing weather for near two weeks. The apple trees are in full bloom. The peach trees had no bloom on nor the sugar trees. Last Wednesday I finished plowing corn.

May 25th, Sunday—It is partly clear and very dry. My corn is up and part of it is ready for work. I want to commence plowing it tomorrow.

June 1st, 1856. It is clear and very dry. There has been very little rain for three weeks. The past week has been cold and frosty. Yesterday morning there was the biggest frost for the time of year I ever saw. The hickories look like they were killed. The corn is killed to the ground, I will have to plant again. Friday and Saturday I was working the road.

June 9th, 1856, Monday—It is cloudy and fine growing weather. I am going through my corn the second time. It is very short. Last Saturday I went to Stony Creek.

July 6th, 1856, Sunday—It is partly clear and very dry. It has been very hot for near a month. I finished laying by my corn last Friday. It is about waist high. My wheat is nearly fit to cut, and I will cut some about Tuesday. There is no fruit of any kind this year. This week Me E!wee will finish the church. Yesterday Ann and I went to B. Waugh's

[Editor's Note—Zane Moore, of Marlinton, is the last remaining member of the family of Washington Moore, who chronicled the above events of the year 1856.]

Enid Harper - Adds old cards and other items to Aunt Bess Moore's book, which was given to me. E.H.

LIM B. THURSDAY, SEPT. 21, 1944

SE II

CONSTRUCTION OF THE

For the law of limitation there is a first place, the actual probability that claimed for a long time was paid, and the silence of the creditor. But, besides this expediency and injustice of permitting a debt, even if it has not been paid, to be long silence and acquiescence.

Before inquiring into the rules of law of an acknowledgment or new promise, a prescription, or limitation, of common law than the statutes above quoted, is still a presumption of payment after twenty years all debts; not only the simple contracts of limitation refer, that is, contracts which if written have no seal, but to specialties seal or by judgment of court. Of these I speak here, excepting to remark, that the Statute of Limitation excepts a promise in the presence of an attesting witness, or payee, or his executor, or assigns, as in Maine and in many other states, in twenty years after it is made. Debts of debt issued by banks, are everywhere excepted from the statute.

SECTION II

THE NEW PROMISE

WHAT is the new promise which suffices for a statute? A mere acknowledgment, with a reasonable implication or construction, is not sufficient, and still less so if it expressly

THE LIFE I LIVE

The following poem was written by the late Andrew Price and is reprinted in this paper at the request of Mrs Page Sutton of Durbin.

The life I live, the life I prize
Seems tame to world-worn weary eyes;
Those frantic souls spurred on
By lust,
For power and place till all is dust;
They never know the sweet release
Among the purple hills of peace.
I know not what the years may hold,
My dreams may fade if I grow old,
But this I know, each golden year,
Makes home, and friends, and life more dear.
Each year the heavens brighter gleam,
Each year enhances field and stream.
Come with me to the mountain height
Bathed in a flood of morning light
On every side the mountains stand,
Awful, indomitable, grand,
Yet through an all-wise Thesmothee
The wild flowers bloom about our feet.
I know I gaze with raptured eye,
On scenes that I once idled by,
I envy not the potentate.
The rich, the mighty, high and great,
My books, my friends, my mountains free,
Have been and are enough for me.

21, 1944

PART-PAYMENT.

The leading American case upon this point, before the Supreme Court of the United States, it was proved, in answer to the plea of the Statute of Limitations, that the defendant, one of the partners of a firm then dissolved, said to the plaintiff, "I know we are owing you;" "I am getting old, and I wish to have the business settled:" it was held that these expressions were insufficient to revive the debt. So, in New Hampshire, in an action on a promissory note, the defendant, on being asked to pay the note, said "he guessed the law was outlawed, but that would make no difference, he was willing to pay his honest debts, always." As he did not state in discharge that he was willing to pay the note, this was held not sufficient to revive the debt. A new promise is not now implied by the law from a mere acknowledgment.

A new promise need not define the nature of the debt. That it is the debt may be proved by other evidence, if only the existence of the debt and the promise to pay it are acknowledged. If the new promise is wholly general and undefined, it is not enough. A testator who provides for the payment of his debts generally, does not thereby make a new promise as to any one of them.

If the new promise is conditional, the party relying upon it must be prepared to show that the condition has been fulfilled. Thus, if the new promise be to pay "when I am able," the promisee must prove not only the promise, but that the promisor is able to pay the debt.

As the acknowledgment should be voluntary, it follows that one made under process of law, as by a bankrupt, or by answers to interrogatories which could not be avoided, should never have the effect of a new promise.

SECTION IV.

PART-PAYMENT.

A PART-PAYMENT of a debt is such a recognition of it as implies a new promise; even if it was made in goods or chattels, if they were offered as payment, and agreed to be received as payment, or by



KILLED BY TRAIN

Rev. and Mrs. Remus H. Clark were killed at Tunnelton, W. Va., on Friday, November 16, 1934, when their automobile was struck by a locomotive at a railway crossing. One train had just passed and another approaching was not seen. On Sunday afternoon, their bodies were buried in the Renick Cemetery, after services in the Presbyterian church. They had been married but four months.

Mr. Clark was the eldest son of the late Henry Clark, of Pocahontas County. Of his father's family there remain two sons, Romey, of Lobelia, and Rice, of New-Haven, Conn. His age was about 71 years. He is survived by two sons, Forest, of Bluefield, and Joe of Kanawha county. He was a graduate of Yale University and one of the best known Methodist ministers in West Virginia.

Mrs. Clark was Miss Maudie McMillion, a well known trained nurse of Charleston. She was a daughter of the late Carey McMillion, of Lobelia.

Dr. George M. Jordan

We cannot wish him back today,
Our father old and grey;
He closed his eyes to earthly care
And breathed a silent evening
prayer
And entered into Paradise.

It seemed so hard to see him go,
But why to keep him here below?
He'd labored long and earned a
rest,
He's now with those he loved the
best,
In Paradise.
So we must live here, you and I,
With his life our beacon high,
So when we're called to the land
above,
We'll be with him and ones we
love
In Paradise.

L. J. B.

INSURANCE.

ments in the application on a separate presentations, and do not avoid the point, or unless the policy makes and gives them the effect of warranty be more certainly and precisely have its whole force and effect if

ms of the policies, any misrepresentation policy. And it is held that the ch a bargain, and that it is binding would seem to be to give to representation of warranties.

erence between marine-policies and material misrepresentation avoids y made; in the latter, it has this nt. This distinction seems to rest therefore greater obligation, of the t themselves fully with all the par- sk. For they may do this either by an agent, or by specific and minute oken, however innocently, it avoids not. And this difference between s very important.

of misrepresentation. The insured ws himself, and all that it imports rpose of estimating accurately the of the truth has the same effect . And the rule as to materiality e is the same.

ot to set fire to a neighboring build- because the insurer should be in any circumstance relating to the ne risk. s knowing all those matters of com- ch within their reach as in that of ot be especially stated. But any number of fires in the neighbor-

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A DECALOGUE FOR health in later years

TEN BASIC NEEDS FOR OLDER INDIVIDUALS

- 1. A balanced diet:** This is the first essential requirement. While the aging body needs relatively fewer calories, there should be more lean proteins, vitamins and fluids. Less fat, as a rule no more than one and a half or two ounces should represent the daily intake.
- 2. Elimination of waste products.**
- 3. Rest:** "Sleep, it is a blessed thing." Adequate rest of the body and mind every twenty-four hours is essential.
- 4. Recreation:** Optimum living requires interesting and specific recreational pursuits.
- 5. A sense of humor:** The best antidote for tension, the balance wheel of modern living is the saving sense of humor.
- 6. Emotional control:** The fires of anger, jealousy and hate are frequently forerunners of high blood pressure and stroke. Excessive emotional tension leads to personal ineffectiveness.
- 7. Companionship.** There is no margin of reserve so effective as the warm and sustaining loyalty of family and friends.
- 8. Maintenance of a sense of pride in one's job.**
- 9. Participation in community affairs:** Older citizens should justify the added years by leadership in community doings.
- 10. The preservation of an open mind:** The zest of living is at the growing edge. Increase in knowledge, wisdom and experience adds to personal maturity.

by Edward L. Bortz, M.D.

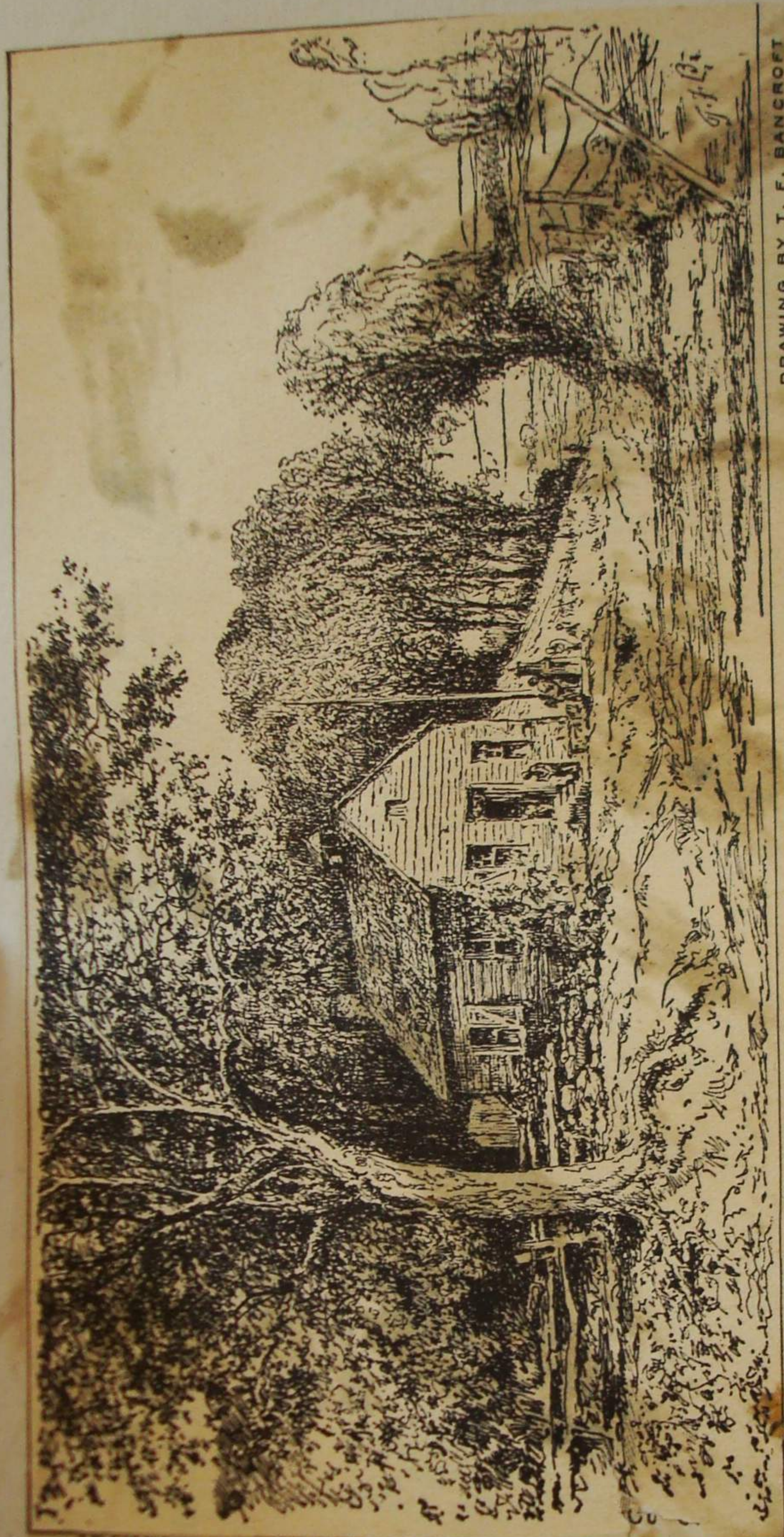


At 78, Benjamin Franklin went to France in his country's service.



At 83, Alfred Tennyson published one of his most memorable poems, *Crossing the Bar*.

... the time of the insurance, the property must be in existence, and not on fire, and not at that moment exposed to a dangerous fire



DRAWING BY T. F. BANCROFT

Therefore can be held, has been somewhat considered. And as this is

William Sharp died at his home at Edray, in Pocahontas county, on Tuesday morning, August 4, 1925. The cause of his death was heart trouble, from which he had been a sufferer for many months. He was in his 83rd year. Mr. Sharp was one of the best and most prominent citizens of that county. He had a wide circle of friends and relatives who will regret to learn of his death.

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STONY BOTTOM

AT REST

A Tribute to the Memory of Dr. J. B. Lockridge.

By ANNA L. PRICE

God knew that his servant was weary,
And kindly called him to rest:
When tired and over burdened,
There's pity in Jesus' breast.
Our brother did faithfully labor,
To the very last act of love,
Then ready himself to suffer,
Winged his way quickly above.

He was gentle, easy of access,
And quietly passed thru' life's strife
He loved the church of the Kingdom,
For which Jesus our Lord gave his life.

Now there is a desolate household,
The aged weeps for her son,
And the heart oft seeks a lowly mound,
Which the snows are falling upon.

Like Mary of Bethany, stricken,
We go to the grave to weep there,
And often forget the Father's house,
Where many mansions are.
In the keeping of God we leave him,
Whom we surely lament today,
Firmly hoping sometime to greet him
In that land that is far away.
January, 1921.

This community was shocked to receive word of the death of Mr. R. H. Bailey of this place on last Tuesday, February 13th, 1934. Mr. Bailey was born in Richmond, Va., and was 77 years old. He was one of the oldest residents in this section. He came here at or near the time the C. & O. railway was being built in this county. In 1902 he married Miss Anna Barnett of this place, and made his home here from that date! To this union were born six children: Mary Bailey, Mrs. Ruby Mason, Mrs. Elizabeth Chapman, Earl of Covington and James of Akron, Ohio. Paul preceded his father to the grave several years ago. Funeral services were conducted in the Alexander Memorial Church of this place by his pastor Rev. Pharr of Cass. Some years ago during revival services conducted by Mr. Pharr. Mr. Bailey joined the Presbyterian Church. In all his dealings and transactions among his neighbors and friends, he was always very considerate and fair, being well liked and a useful man he will be greatly missed in this community. Those attending the funeral from a distance were: Carl Mason, Geo. Chapman, Raymond Hall, Mr. and Mrs. Allen Sites, Earl Lindsay, Bob Menifee, Mrs. Maggie Friel, Woodfred Auldridge, Mrs. Grace Ray, all of Covington, Va. and Mrs. Katherine Bear of Alderson. Besides his many friends in this county. B.

(102)

To the Fir

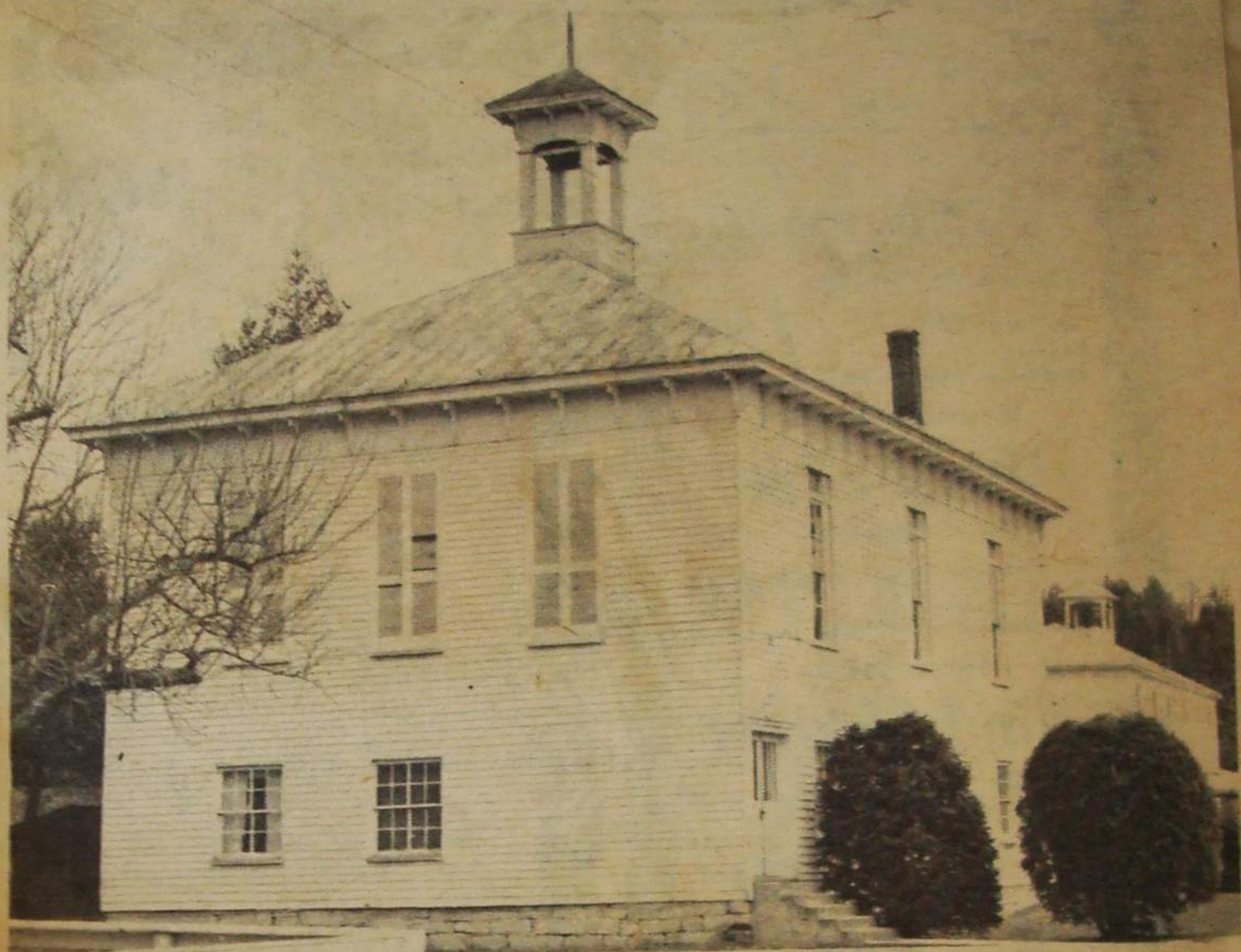
Take Notice, That on the day of inst. (or last) a fire broke out in the building No. in Street, in the city of (or otherwise describe the location), whereon I am insured by you, by your policy, No. the sum of dollars. I have not yet learned, and do not know, in what way the fire was caused; but, as soon as I am able, I will give you further information on the subject. (If the insured or his agent knows, or has reasonable cause for supposing, how the fire was caught, he should say so, and state what particulars he can.)

The house was wholly (or partially) destroyed by fire; and I shall claim a payment from you under your policy.

Written and sent this day of in the year (Signature.) (Seal)

Witness to the signature and sending. (Signature of Witness.)

Green Bank Methodist Church



(This is the second in the series of Pocahontas County Centennial Church histories being published through the efforts of the County Home Demonstration Council. Mrs. Clarence Sheets, Green Bank, is chairman of the project and to date has received histories from Green Bank Methodist, Hamlin Chapel, Liberty Presbyterian, Baxter Presbyterian, and Huntersville Presbyterian Church. Other churches established by/or before 1863 should contact Mrs. Sheets immediately. This project is being conducted in an effort to locate and preserve the history of the religious development in the county.)

In many areas in Western Virginia, now West Virginia, many pioneers worshiped in Union Churches. From these others were organized as the population increased.

Each subscriber signed his name and the amount to be paid with the date. Later some of the subscribers paid their dues in various ways such as : The subscription of Samuel Sutton is to be paid in shingles at cash price. The subscription of John H. Conrad is to be paid in lumber at cash price. William M. Gum is to pay his amount in pitch pine plank at cash price.

We are not sure as to the exact date of the church dedication, but the record shows in the late fifties at a cost of \$2,028.77.

Sometime after the Civil War of the States, this Green Bank Methodist Church (South) was claimed by the Northern Methodist and this record book with its information, subscribers etc. saved the church.

During the early years Green Bank Charge served the following churches and continue to serve

We find in the such union chu the Arbovale Co as Hospital Ru present cemet Bank area a u the people. F the present C Church (South 1855. The fir across the r church the la Wooddell heir

On Septemb tee met and to build the proposed ch stantial fra feet wide finished an for colored

DR. HUI

Dr. H home in ning, Sep was 52 y Moomau has been On Sun service home, Mauze, or four pay the memory out his his cot bovale Dr. late Dr Greenb er of C two da Harwo Hedric

It is it may

We find in the records in 1800 one such union church was located in the Arbovale Community then known as Hospital Run, now a part of the present cemetery. In the Green Bank area a union church served the people. From these churches the present Green Bank Methodist Church (South) was organized in 1855. The first church was located across the road from the present church the land being given by the Wooddell heirs.

On September 5, 1855, a committee met and signed an agreement to build the present church. The proposed church was to be a substantial frame, not more than 35 feet wide and 55 feet long, well finished and painted, front gallery for colored persons.

some of these: Dunmore, Glade Hill, Traveler's Repose, Hoover, Wanless, McLaughlin, Driftwood, Sink, Upper Tract, Poages Lane, Mount Vernon, and later Wesley Chapel.

Several changes have been made in the present building: Sunday School rooms were made in the late twenties, new floors, new pews, pulpit, rug, furnace, electric lights, but the original bell still calls the people to worship. In the past the bell was "tolled" for funerals.

Today, 1963, some of the family names found on the church roll and Sunday School records are descendants of the early founders or organizers of the church.

DR. HUNTER MOOMAU DEAD

Dr. Hunter Moomau died at his home in Greenbank on Saturday morning, September 18, 1926. His age was 52 years. About a year ago, Dr. Moomau suffered a breakdown and he has been in failing health ever since. On Sunday afternoon, the funeral service was conducted from his late home, by his pastor, Rev. George Mauze. A congregation of some three or four thousand people gathered to pay their tribute of respect to the memory of the man who had worn out his life in service to the people of his community. Burial in the Arbovale Cemetery.

Dr. Moomau was the son of the late Dr. and Mrs. J. P. Moomau, of Greenbank. His wife is the daughter of G. W. Cowger. She and their two daughters, Mrs. Mary Hunter Harwood and Mrs. Virginia Dare Hedrick, survive.

Dr. J. P. Moomau served his community of Greenbank for a life time as its physician. When he was laid aside by the weight of years and service, his son, Dr. Hunter Moomau took up the mantle of his father as physician and leader of the people. So well did he perform the duties devolving upon him, that it can be said that no man in Pocahontas was held in higher esteem nor one who wielded greater influence.

In the matter of schools and roads, the District of Greenbank has set the State an example for progress. The enviable position of Greenbank in these important things is due to Dr. Moomau's influence and work more than to any other one man. For a number of years he was president of the Board of Education, and the things he accomplished for popular education will stand as a monument to his foresight and public spirit.

In religion, Dr. Moomau was a Ruling Elder in the church of his fathers, the Presbyterian.

It is always best to write this assignment on the policy itself; but it may sometimes happen that this is not convenient or possible;

Muster roll of the "Pocahontas Rescuers" mustered into service 18th May, 1861.

Captain, Stofer, D. A. 1 pr gloves, 25, B

Lieutenant, C. J. I., Skeen, B
O. Sargeant, Slarker, D. W. C

Musicians, Roby, Walter R B
Ervine, Wm. H.

Privates, Akers, James
Alderman, Andrew C

Angus, Timoleen

Boon, Beverly B

Burr, George

Burr, Frederick

Carpenter, Wm. H. B

Corbett, Muscoe

Cole, Wm.

Cash, George, 1 shirt \$1.25 B

Friel, Montgomery R.

Grimes, Peter

Gammon, Cyrus S.

Granfield, John B

Griffin, Mathias P.

Helmick, Amos

Herold, Charles B.

Herold, Benjamin F.

Hogsett, William R. B

Hanes, Isaac B.

Hannah, Robert A. B

Hannah, Joseph B

Henson, William

Hamilton, Adam G.

Johnson, Joseph I

Jordan, Joseph D, B

Lyons, Enos

Moriarty, Patrick, pr shoes, B

McLaughlin, James H, B

McLaughlin, Hugh

Moore, Michael, B

Moore, Levi

Mitchell, Sylvester B

Piles, Wm. L

Piles, John

Pence, John H

Swadley, James

Smith, Lewis B

Sivey, Cain H, 1 shirt, \$1.25

Slavens, Wm. W

Seebert, Lanty L

Shannon, James B

Sharp, Martin B

Varner, Daniel A B

Whollhan, Michael

Whollhan, Patrick

Waugh, Levi

Weaver, Charles W 1 pr gloves 25 n

Weaver, Robert L, B

B signifies that they have received blankets.

The Pocahontas Rescuers marched from Huntersville about 10 a. m. May 18, 1861. A large crowd of ladies and gentlemen were present and at the moment of marching hardly an eye that was not wet with tears. Many gentleman and ladies accompanied us to the Bridge. Then the Rev. Mr Flaherty addressed the crowd and all meekly bowed the knee in the public road while he fervently addressed a prayer in behalf of those marching and of the parents and friends left behind. Halted at night in front of Wm. Gibson and the company were entertained by Mr. and Mrs. Gibson, John and John B. Hannah and I. M. Hogsett.

Sunday 19th—After the company attended church at I. M. Hogsett's and heard a patriotic sermon from Rev. Flaherty, marched to J. Varner's. Just as the company arrived, the Cavalry under Capt. McNeel came in sight. They were received with all honor. The company then heard a sermon from Rev. J. E. Moore and were dismissed and entertained by Jno Varner, Josiah Herold, Col. Gatewood at Big Spring, John Bath-Cavalry and Co. Then across the Mt. to Marshall's. Rain during the evening and all night.

Monday 20th—March resumed at 6 1-2 a. m. Halted an hour at J. W. Marshall's and marched to Jacob Conrad's. 15 staying over night at John Conrad's, a few going with John McLaughlin, 5 to Snyders and the rest quartered upon Jacob Conrad. Rained at intervals all day.

Constitution of the Company

Article 1—This company shall be known by the name of Pocahontas Rescues.

Article 2—The regular musters of the said company shall be held on the first Saturday in the month of April, May, June, August, September and October and the July muster shall be held on the 4th day of the month, save when the 4th happens to fall on Sunday, when it shall be held on the 5th.

Article 3—All fines assessed against commissioned officers for failure to attend muster shall be \$5.00, non-commissioned officers \$2.50. Privates \$1.25.

Article 4—All fines assessed shall be for the benefit of the company, to be disbursed whenever the amount of 20\$ or more shall be found in the hands of the treasurer unappropriated, by a vote of the Company. The majority ruling, if it is considered practicable.

Article 5—This Constitution may be altered or amended at any time by vote of two thirds concurring at a regular meeting, when a majority is present.

Article 6—There shall be a president, secretary and treasurer chosen by the company who shall hold their office for one year, whose duties shall be those usually performed by such officers.

Article 7—A majority of the Company may at any regular meeting elect honorary members, who shall become honorary members of this Company thereupon, by paying to the Treasurer, the sum of three dollars each.

By-Laws

1. The board for the trial of offences and non-attendance of members at musters and all other delinquencies shall be tried by a Court Martial, a majority of which shall rule.

2. The Court Martial shall consist of the commissioned and non-commissioned officers of the Company.

Looking around in the court house for something to print, I came upon

some old papers, in the hand writing of General William Skeen, which gave the roster of "The Pocahontas Rescues", an infantry company organized when war threatened between the states, back in 1860. I print it herewith. Also the constitution and bylaws.

The company was mustered in on Saturday, May 18, 1861, and marched on that day to defend the sacred soil of Virginia from invasion by Federal forces in the northwest.

They met the invaders at Phillippi Barbour county, and had no luck in repelling them.

General Skeen was the lieutenant of the company. He appeared to be the purchasing agent of the county court, as he paid the bills for the army and took receipts therefor. Under date of June 25, 1861, he rendered an itemized account under expenses incurred on march of "Pocahontas Rescues," amounting to \$68.68. It was allowed and \$25 paid on account. He notes a balance of \$43.68 due him, and I doubt if it was ever paid him.

The big item of expense was \$37.42 for shoes—nineteen pairs bought on May 23, at Phillippi, from J. P. Thompson. The other items include bacon, tallow, flour, meal, horse feed, gloves, hats, cotton cloth, calico, socks, shirts, blankets and whatnot.

On May 20, at J. W. Marshall's store he bought a pair of gloves for Captain Stofer at 25 cents and six combs for privates for \$1.00. Also 2 cravats \$1, 2 flannel shirts \$2, and 2 mote pairs of gloves 50c.

On May 22, at Beverly from A & B Crawford, two hats for \$3.25 From J. Burkett, also at Beverly, pair of shoes at \$2 and 2 pairs of socks 30c On the same date from E. B. Bucher 12 1-2 pounds of tallow for \$1 25 and 52 1-2 pounds of bacon at 14c \$8 35.

On May 24, Elder Douglas was paid \$4 33 for supper, lodging and breakfast for 13 persons.

On May 25, \$2 50 is paid Jno. B. Curin for Gilham tactics.

On May 17, Captain Stofer certifies that an account of Wm. H. Slanker for 9 yards of calico, 1 1-2 yards of bleach cotton, 8 3-4 yards of cotton drilling and one made shirt, in all \$4.37 1-2 is correct and necessary for the use of said company.

Mr. Skeen started off fine to keep a daily report on the progress of the Pocahontas Rescues, but I guess he got too busy, for after three days, he quits in the middle of a page.

In speaking of this march, the old soldiers referred to it as the "Tin Cup Campaign". A cup was all the equipment furnished them. They provided their own arms.

ther a contract had been made,

The cavalry referred to was Captain Andrew McNeel's company. On their return from Philippi, this company was disbanded and the men joined the 11th Virginia—Bath Squadron—and Captain Wm. L. McNeels and Captain J. W. Marshall's companies, 19th Virginia Cavalry.

On the return of the Pocahontas Rescues, the company was disbanded and the men with a number of additions made up company I, 25th Virginia Infantry. J. H. McLaughlin was elected first lieutenant.

This company was engaged in the following battles: Philippi, McDowell, Winchester, Cross Keys, Port Republic, Seven Days, Fight around Richmond, Slaughter Mountain, Second Manasses, Brestow Station, Sharpsburg, Fredericksburg, Second Winchester, Gettysburg, Mine Run, and the Wilderness. At the Wilderness the 25th was captured; the Pocahontas Rescues and replacements had been reduced to seventeen men; of this seventeen, eleven lived through the war, six dying in prison.

The last member of Company I, to pass over that I know of was Captain J. W. Mathews of Anthonys Creek who died about two years ago.

Captain Stofer came from the Valley of Virginia. He was a lawyer, and he served as commonwealths attorney for Pocahontas a number of terms. He had been a soldier in the Mexican war, and fought in a number of battles. My recollection is that Captain Stofer was not wounded in the war between the states until the battle of Cross Keys when he fell with five bullet holes in him. Every one of these wounds was considered mortal, but he recovered and survived the war some twenty years. As a child, I remember him as a friendly, courtly gentleman, known in his wide circle of friends as the "Count."

General William Skeene served as clerk of both the county and circuit courts. He was succeeded just before the war by the late William Curry. He was a resident attorney at Hontersville for many years. He was elected Attorney General of the State of Virginia.

I certainly do wish that General Skeene had written up the "Tin Cup Campaign" day by day. Instead of quitting off on the record the evening of the third day.

You have got to hand it to the General that he was a considerable of a manager to march an army of fifty-six men some ninety miles, and back on a campaign of several weeks, at a cost to Pocahontas county of only \$68.68.

After the war Confederate soldiers were deprived of the rights of citizenship by their inability to take the test oath. Before a man could vote, hold office, practice law, etc., he must swear that he had not aided or abetted the Confederacy. This did not please Captain Stofer a bit. At the

first opportunity he presented himself at the bar as a practicing attorney, took the oath and resumed his law work where he left off after four years service in the army of the Confederate States of America. The grand jury indicted him for perjury, and he appealed to the Supreme Court, where the case dragged along for years. I presume that the case against the Captain just naturally went by the board when the new state went democratic in 1870, a new constitution adopted and the rights of the southern sympathizers restored. I will look that case up some day when I have the time. I have the impression that Count Stofer was defended by Arthur Dayton, a native of New England, father of the late Judge A. G. Dayton, of Philippi, United States District Judge. I do know that Mr. Dayton successfully defended the numerous Confederate soldiers who were indicted for murder after the war, in this county.

My friend, the late Hugh P. McLaughlin, always took delight in relating his experiences as a boy on this "Tin Cup Campaign." Some where along the road to Philippi they came to a farm where there was a mowing machine with its tongue propped up, in a shed. Few of them had ever seen a mower, and word was passed down the ranks that it was a cannon. One boy took a good look at it, and remarked on the length of the ramrod!

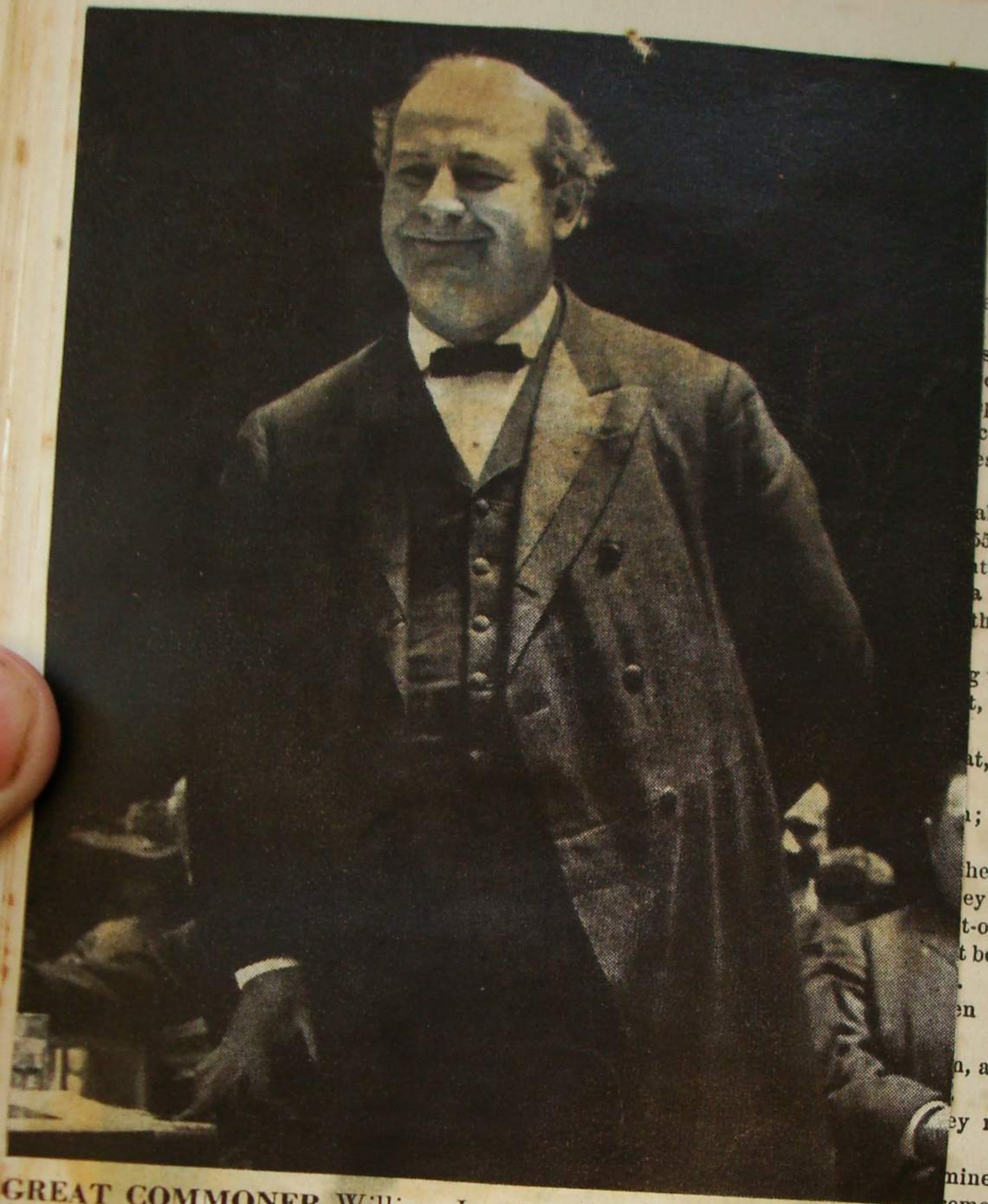
received from him.

GUARANTY may be enforced when original. | INDORSEMENT, the signatures of all previous



Joint payees who are not partners must
July 12, 1861.

terminates when, 388, 389.
purpose and principle of the law of, 396.



GREAT COMMONER William Jennings Bryan was a crusader all his life—for woman suffrage, income tax, silver standard, fundamentalism.

may hold real as well as personal estate, 219, 220.
can have no seal at law, 221.
money lent one partner for partnership purposes, makes a debt of the, 223.
firm is liable only to one who deals with a partner in good faith, 223.
may be liable for injury caused by criminal acts of a partner, 224.
funds of, must first be applied to partnership debts, 227.
creditors cannot attach private property till private creditors are satisfied, 227.
property goes, in case of death of one partner, to the others, only for purpose of settlement, 229.
limited, requisites of, 230.
effect of dissolution of, 229, 230.
dissolution of, held to avoid policy of insurance, 417.

re-issues, and surrender, 569.
disclaimers, 471.
extensions, 572.
designs, how they may be patented, 574.
trade-marks, not patentable, 575.
foreign patents, do not prevent taking one here, 576.
caveats, 577.
assignments and grants of patent-rights, 579.
fees payable to the patent-office; what, and how payable, 581.
testimony, how taken and transmitted, 583.
papers, filing in the office, and preservation there, 586.
amendments in specification and claim, when and how made, 586.
references to other inventions or patents, 588.
information, when given or withheld by the office, 588.

SHIPS rights and obliga-

sarily partners, 316.

of ship, 316.

pairs to ship, 316.

commonly one of, 317.

es of, analogous to those

alvor, 337.

558.

ated, 558.

a patent, 558.

the granting of a patent,

g to obtain a patent, 559.

t, and how to be made,

at, and how to be made

; what, and how to be

they must do, 562.

ey must be made and

t-office, 562.

t be made and sent to the

en admitted, and how

n, and how made in the

ey must be, and their

miners in chief, 566.

eme Court of the Dis

3, 566.

e above appeals, 567.

oblig-
 26.
 217.
 in these
 pattern,
 in, 211.
 made,
 made
 be be
 and
 the the
 well
 in the
 still
 the
 076.
 076.
 276.
 276.
 280.
 280.
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The Hamlin Chapel or Old Log Church is located on Stony Creek, Pocahontas County, three-fourths mile south of the Old Pine Grove school house. Nearby is the dipping hole where many were baptized.

The church was built in 1835 upon land given by John Duffield. Unfortunately there are no record books available which verify the organization of the church, but it is agreed among the local residents that Hamlin Chapel was the first church established in the community. Names involved in the founding of the church include A. N. Barlow, John Duffield, and G. P. Moore, who later helped to establish the Edray Church. It is believed that Francis Asbury visited Hamlin Chapel as he made a trip through this section.

The church today looks much like it did in 1835 except that the high pulpit was moved out in 1919 because the people complained that it hurt their necks to look up at the minister. Cylinder type steps led up to the pulpit and the minister could be seen only when he stood.

The church has now been designated as a Methodist shrine.

Rev. C. C. Arbogast

Rev. C. C. Arbogast was born July 7, 1857 and departed this life April 23, 1940, in his eighty-third year.

Rev. Arbogast spent all of his long and useful life at his boyhood home at Arbovale. He was brightly converted at the age of seventeen years at the old Greenbank church, and united with the M. E. church of which he was a faithful member until the end.

Until the infirmities of age prevented he was always faithful in his attendance of public worship and deeply interested in the welfare of his church. He was licensed to preach about the year 1879 and served as pastor of charges in Monroe county and in the W Va. Conference M. E. Church.

On January 31, 1882 he was united in marriage to Rachel J. Arbogast, who, with their son Glen survive him. He was the last surviving member of nine children of the late Adam and Margaret Sutton Arbogast.

Uncle Criss, as he was called by everyone who knew him, will be sadly missed by his family and a wide circle of relatives and friends. He loved his friends and enjoyed having them visit in his hospitable home, where they always found a warm welcome.

Funeral service was conducted from the Arbovale church by his former pastor, H Blackhurst of Cass, assisted by Rev Quade Arbogast of Greenbank; his body was laid to rest in the Arbovale cemetery.

One of his favorite hymns which he often sang contained the following stanza.

There is a happy land far, far away.
Where saints in glory stand, bright
bright as day,
Oh how they sweetly sing
Worthy is our Saviour King
Loud let His praises ring
Forever there.

F

not responsible for criminal acts, unless he expressly commanded them, 202.

who accepts the benefit of an act done by his agent discharges him from responsibility therefor, 202.

general rule is, he may revoke his agent's authority at pleasure, 205.

cannot revoke authority given to factor after advances made, 287.

PROFITS, how valued and insured, 366.

PROMISE, of promissory note, 158.

must be supported by a consideration, 90.

to pay another's debt, when original, when collateral, 137, 138.

in negotiable paper, must be absolute, 100.

REAL PROPERTY, may be held by partnership, 219, 220.

oral bargain for, of no effect, 443.

REASONABLE TIME, allowed by law, for an acceptance of an offer; what this time is, 49.

Ce
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on land
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